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APPENDIX A

HUMAN SERVICES SUPPORT
BARGAINING UNIT CLASSIFICATIONS

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7	Blind Placement Worker 8
8	Blind Placement Worker 9
9	Blind Placement Worker E10
10	Blind Placement Worker 11
11	Community Placement Assistant 8
12	Community Placement Assistant 9
13	Community Placement Assistant E10
14	Disability Determination Assistant 8
15	Disability Determination Assistant 9
16	Disability Determination Assistant E10
17	Employment Service Analyst 9
18	Employment Service Analyst Departmental Trainee 9
19	Employment Service Analyst 10
20	Employment Service Analyst P11
21	* Employment Service Analyst 12
22	Employment Service Interviewer 9
23	Employment Service Interviewer E10
24	Employment Service Interviewer 11
25	Home Aide 6
26	Home Aide 7
27	Home Aide E8
28	Interpreter Deaf 6
29	Interpreter Deaf 7
30	Interpreter Deaf E8
31	Interpreter Deaf 9
32	Liability Examiner 8
33	Liability Examiner 9
34	Liability Examiner E10
35	Migrant Services Worker 8
36	Migrant Services Worker 9
37	Migrant Services Worker E10
38	Unemployment Claims Examiner 9
39	Unemployment Claims Examiner E10
40	Unemployment Claims Examiner 11
41	Unemployment Claims Interviewer 8
42	Unemployment Claims Interviewer 9
43	Unemployment Claims Interviewer E10
44	Unemployment Claims Interviewer 11
45	Unemployment Insurance Analyst 9
46	Unemployment Insurance Analyst Departmental Trainee 9
47	Unemployment Insurance Analyst 10
48	Unemployment Insurance Analyst P11
49	* Unemployment Insurance Analyst 12
50	Vocational Rehabilitation Aide 9

1 *Some employees in these classes may be included and others excluded
2 depending on specific duties of the position.
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4 The classifications in Appendix A reflect the composition of the Human
5 Services Support Bargaining Unit as of November 20, 2001.
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APPENDIX B-1
MEMBERSHIP CARD

To be printed in final version of Agreement

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APPENDIX B-2
REPRESENTATION SERVICE FEE CARD
To be printed in final version of Agreement

APPENDIX C-2

LETTER OF UNDERSTANDING

Article 4 - UNION SECURITY

During Bargaining of 1995, the parties discussed the problems that the Union has continued to experience with regard to the dues deduction process. In an effort to resolve these problems, the parties have agreed as follows:

1. The Office of the State Employer shall, in consultation with SEIU Local 31-M, investigate the feasibility of redesigning the computer report known as the "Contract Voting Register" to indicate whether each employee listed received a paycheck for the pay period covered by the report. The Employer shall pay for design/redesign of the report. The Employer shall continue providing the report biweekly at no cost to the Union.
2. The Appointing Authority shall provide instructions to designated management representatives at the work locations concerning distribution and collection of membership and representation service fee cards with other entry-on-duty paperwork. The instructions shall direct that signed cards returned to the designated representative be forwarded to the Union, as currently required by Article 4, Section 1.F.

The instructions shall also inform the designated representatives that until the Office of the State Employer notifies the Appointing Authority that the Union has implemented an approved agency fee objection procedure, no employee is required to file a membership or service fee representation card.

The State Employer shall obtain and provide to the Appointing Authority a transaction coding list to assist in ensuring that dues and representation service fees are properly continued in the PPRISM system.
3. SEIU Local 31-M shall provide to employing departments adequate supplies of both membership cards and representation service fee cards on an ongoing basis.
4. SEIU Local 31-M shall be responsible for transmitting signed payroll deduction authorization cards for dues and representation service fees to the designated Appointing Authority representatives after receiving the cards from the designated management representatives at the work locations.
5. The Employer shall deduct dues or representation service fees as provided in Article 4, Union Security. A deduction and remittance schedule is shown in the following example:

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Pay period 1: Signed card received and Unions' transmittal document date stamped as received by the Appointing Authority.

Pay period 2: Deductions begin. The first deduction is for pay periods 1 and 2.

Pay period 3: The Employer remits to the Union the dues/fees deducted for pay periods 1 and 2.

This example is for illustrative purposes only and is not intended to change any provisions of Article 4.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 4/12/96
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 4/12/96
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 4/12/96
Susan O'Doherty Date

14

APPENDIX C-4

Article 5 - UNION RIGHTS

Section 9 - Expedited Resolution of Disputes

LETTER OF UNDERSTANDING

Objectionable Materials

Definition of objectionable materials under
Article V, Union Rights:

1. Partisan political literature;
2. Materials ridiculing individuals by name or
obvious direct reference or;
3. Materials defamatory to the Employer.

FOR THE EMPLOYER
UNION

FOR THE

/s/ Tom Hall

/s/ Jerry Bell

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APPENDIX C-5

LETTER OF UNDERSTANDING

ARTICLE 8 - REPRESENTATION AND TIME OFF WITHOUT LOSS OF
PAY

7 During negotiations in 2001, the parties agreed to meet after the
8 implementation of the Remote Initial Claims Centers (RICCs) to discuss
9 the jurisdictional areas of Chief Stewards to resolve the issue of
10 representation by Chief Stewards in another Department. Discussions will
11 focus on the release of a Chief Steward on accrued leave credits when
12 representation provided is in another Department.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 1/15/02
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 1/8/02
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 1/14/02
Susan O'Doherty Date

APPENDIX C-6

LETTER OF UNDERSTANDING

Article 10, Section 1 - Labor-Management Meetings

During the course of the current negotiations (1984), the Employer and the Union have agreed that issues such as employee job enrichment, the involvement of employees to a greater degree in relevant work place matters and the improvement in the quality of work life for employees of the Human Services Support Bargaining Unit are proper subjects for discussion during Labor-Management Meetings as provided in Article X of the agreement. The parties understand and agree that discussions in the Labor-Management forum are not intended to act as a substitute for negotiations on conditions of employment.

It is also agreed that if the Union submits the issues of the Letter of Understanding as an agenda item, no other items will be scheduled for discussion. It is intended that discussions at the Labor-Management Meeting result in a mission statement by the parties of the desire to either continue or not continue to pursue the issues in the Labor-Management Meetings, or through any other mutually agreed upon forum.

FOR THE UNION

FOR THE EMPLOYER

/s/ Vicki Cook Bumbaugh
Vicki Cook-Bumbaugh

/s/ John B. Bruff
John B. Bruff, Director

/s/ Antoinette Stafford
Antoinette Stafford

/s/ Paulette Granberry
Paulette Granberry

Dated: October 10, 1984

Dated: October 10, 1984

APPENDIX C-7

LETTER OF UNDERSTANDING

ARTICLE 10 - LABOR-MANAGEMENT MEETINGS

ARTICLE 13 - LAYOFF AND RECALL

ARTICLE 14 - ASSIGNMENT AND TRANSFER

ARTICLE 19 - PERMANENT-INTERMITTENT EMPLOYEES

During bargaining in 1991, the parties discussed issues and problems in the MESC related to the cyclical nature of the work and its effect on the work load and efficient staffing; potential cost saving measures; various scheduling systems; and the types of positions utilized in the U.C. Worker classification, in particular the U.C. Worker-Permanent, U.C. Worker-Temporary, and U.C. Worker-Permanent Intermittent Appointments and how these types of positions can most efficiently be utilized for providing service to the public while recognizing employment priorities for Human Services Support Bargaining Unit members.

The Human Services Support Bargaining Unit Agreement contains provisions for conducting Labor-Management Meetings in accordance with Article 10. Topics such as, but not limited to, those identified above may be discussed in Labor-Management meetings. Such meetings shall not be considered bargaining. A representative from the Office of the State Employer may attend such meetings.

The discussions conducted in these Labor-Management Meetings may result in joint recommendations to the Office of the State Employer to modify the primary agreement. If such recommendations resolve the parties' concerns regarding the topics noted herein, the Michigan Employment Security Commission and Local 31-M, SEIU, AFL-CIO, CLC shall request the Office of the State Employer to incorporate the recommendations into a Letter of Understanding which, upon approval by the Civil Service Commission, will become a part of the Human Services Support Bargaining Unit Agreement. Such Letter of Understanding shall include a provision to combine the names from both the transfer and recall lists in seniority order to fill vacancies in accordance with Articles 13 and 14.

Furthermore, the parties agree to hold in abeyance the expiration of employees' recall rights resulting in their separation from State employment through March 1, 1992. This deadline may be extended by mutual agreement based on the progress of the committee's work. The committee will review the question of the expiration of recall rights for employees and its effect on their employment and attempt to reach a resolution.

FOR THE EMPLOYER

FOR THE UNION

/s/William C. Whitbeck 8/26/91
William C. Whitbeck Date
Director, Office of the
State Employer

/s/ Victoria Cook Bumbaugh 8/25/91
Victoria Cook Bumbaugh Date
President, Local 31-M, SEIU
AFL-CIO, CLC

/s/ Susan O'Doherty 8/25/91
Susan O'Doherty, OSE Date

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NOTE: Since this Letter of Understanding is obsolete, it is reprinted here for background information purposes only. The Union is not precluded from raising issues identified in the first paragraph in Labor-Management Meetings pursuant to Article 10.

APPENDIX C-8

LETTER OF UNDERSTANDING

Article 11 - HEALTH AND SAFETY

During bargaining in 1995, the parties discussed concerns within the Department of Social Services regarding Home Aides who work in the Foster Care and Children's Protective Services programs.

The parties agree to discuss in a cooperative fashion in Labor Management Meetings, the following issues discussed in bargaining with the intent to reach resolution. The topics shall include but not be limited to the subjects listed below with regard to health and safety problems. Any agreement reached on the identified issues will be expressed in a Letter of Understanding or a Letter of Intent pursuant to Article 20, Section 12.

1. Threats from clients
2. Assaults on workers
3. Abusive/insulting language from clients
4. Testing for drugs by Home Aides
5. Cellular phones to be used by Home Aides while on duty

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 11/9/95
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 11/9/95
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 11/9/95
Susan O'Doherty Date

APPENDIX C-9

LETTER OF UNDERSTANDING

Article 11- HEALTH AND SAFETY

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During bargaining in 1995, the parties discussed the Union's concerns related to potential exposure to Hepatitis B of Home Aides, Migrant Services Workers, and Migrant Services Aides while they perform their job duties. The parties have agreed to a meeting with the Office of the State Employer, the Department of Social Services, the Union, and a representative of the Michigan Department of Public Health/MIOSHA to review the standards and criteria utilized in the determination of those employees reasonably expected in the course of their routine work to be exposed to Hepatitis B, and therefore candidates for the Hepatitis B pre-exposure vaccination series.

The parties will also discuss the provision of universal precautions kits, including disposable gloves, for Home Aides, Migrant Services Workers, and Migrant Services Aides within the Department of Social Services.

Any agreement reached on the issues of Hepatitis B vaccinations and/or universal precautions kits will be expressed in a Letter of Understanding or a Letter of Intent pursuant to Article 20, Section 12.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 4/12/96
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 4/10/96
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 4/12/96
Susan O'Doherty Date

APPENDIX C-10

LETTER OF UNDERSTANDING

ARTICLE 13 – LAYOFF AND RECALL

During negotiations in 2001, the parties agreed to meet and jointly propose suggestions regarding appropriate classifications for recall for employees laid off from Civil Service classifications that no longer exist at the time of recall. Suggestions proposed by the parties will be jointly referred to the State Personnel Director for a determination.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 1/15/02
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 1/8/02
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 1/14/02
Susan O'Doherty Date

APPENDIX C-11

LETTER OF UNDERSTANDING

Article 13 - LAYOFF AND RECALL

This Letter of Understanding outlines the parties' agreement regarding the rights of Unemployment Agency employees who move to the Employment Service Agency (ESA) on or about July 1, 1999 as the result of a successful bid to provide Wagner-Peyser Act (W-P) employment services in State Workforce Development Board (WDB) areas in accordance with the Discussion Notes and Addendum between the Michigan Jobs Commission (MJC) and the U.S. Department of Labor.

1. Eligible employees who are included in the staffing component of a successful competitive bid will, as a result of moving to the ESA:

a) continue to accrue and retain their seniority as outlined in Article 12 of the Human Services Support Unit Collective Bargaining Agreement;

b) continue to accrue and retain all of the time toward the next preauthorized class level, or toward reallocation;

c) experience no reduction in rate of pay or benefits.

Such employees shall have the rights outlined in paragraph 2 below in the event the contract with a WDB is terminated for any reason, including an unsuccessful subsequent competitive bid for the W-P program year beginning July 1, 2001.

2. Upon termination of the contract, affected employees shall be provided with notice of layoff in accordance with the Article 13 provision on layoff procedure and bumping in the ESA, and shall exercise their bumping rights within the ESA in accordance with that provision. If the employee is unable to bump under these conditions, she/he shall be laid off. A laid-off employee shall be entitled to have his/her name placed on the Work Location Recall List for recall to positions within the ESA. In addition, employees may elect to have their names placed on the Statewide Recall List in accordance with Article 13, Section 10. Employees laid off as a result of the termination of a contract shall be recalled by the Unemployment Agency (UA) from the Statewide Recall List in order of seniority, with the most senior employee recalled first. Such recall to the UA under this Letter of Understanding shall take priority over filling vacancies by transfer according to Article 14, Section 4. Removal of names shall be in accordance with Article 13, Section 12.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 10/22/98
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 10/22/98
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 10/22/98
Susan O'Doherty Date

APPENDIX C-12

LETTER OF UNDERSTANDING

Article 13 - LAYOFF AND RECALL

Section 5 - Layoff Procedure and Bumping in the MESC

Section 12 - Removal of Name from Recall Lists

Article 14 - ASSIGNMENT AND TRANSFER

Section 3 - Transfer

The undersigned parties agree that prior to allowing an employee to bump or transfer into, or prior to recalling an employee to, or prior to hiring an individual into an Unemployment Insurance Analyst 9/10/P11 (formerly Unemployment Insurance Analyst IV/V/VIB) position in the Quality Improvement Division, she/he will be surveyed to determine whether she/he is willing to accept a position which:

- audits the accuracy of randomly selected U.I. payment activities throughout the State by interviewing claimants, reviewing related media including employer records, and interviewing employers when necessary;
- provides an initial training period;
- requires extensive travel using your own car, which is reimbursable, or a state car;
- requires some overnight stays in other cities, which are reimbursable;
- may require overtime, which will be paid in accordance with the Human Services Support Unit Agreement.

If you are eligible and willing to accept such a position, indicate willingness in your priority order on this form by designating U.I. Analyst 9/10/P11 S.O. Travel.

If the employee responds negatively to the inquiry, she/he will be allowed where applicable to exercise his/her remaining bumping or

- 1 transfer options, to remain on the recall list from which she/he was called, or
- 2 to remain on the employment list from which she/he was called.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 12/3/93
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 12/1/93
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 12/3/93
Susan O'Doherty Date

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APPENDIX C-13

RIF PACKET

Letter of Understanding
MESC and Local 31-M
August 16, 1985

Article 13, Section 10.B - Layoff Information Packet

The undersigned parties agree that the obligations created by Article XIII, Section 10.B of the 1984-85 Agreement (as ratified by the Commission on January 4, 1985) have been completely and finally fulfilled in accordance with the terms specified herein.

1. MESC #7108. Recall Card.

- a. The agency agrees to include three #7108 cards with each RIF packet.
- b. The statement "additional #7108s (Recall Cards) can be obtained from the branch manager" shall be added to the newly printed #7108.
- c. The following statements shall also be added to the #7108.
 - 1) You have recall rights to any class in the Human Services Support bargaining unit in which you have acquired status.
 - 2) If you have acquired status in any classes outside the Human Services Support bargaining unit, it is absolutely critical that you complete and return the Civil Service application in order to be considered for appointment to those classes.
 - 3) Your recall rights will exist for a period of six (6) years.
 - 4) You are eligible for recall to any MESC office in the state based on your seniority and work location choices as listed on Form #7108, Recall Card regardless of the work location/layoff unit from which you were originally laid off.
 - 5) You may during layoff, revise the recall card at any time. You must notify personnel in writing. The revised recall locations will not be in effect until two weeks after personnel has received your written request.

- 1 2. Addendum. Due to the large number of forms MESC
2 7313 (Temporary Recall Card) and MESC 7318 (Annual
3 Leave/Insurance Form) currently in stock, the enclosed
4 addendum will be utilized. After depletion of this supply
5 the Agency shall print new cards/forms with the agreed
6 upon information incorporated thereon.
- 7 Forms MESC 7108 (Recall Card) and MESC 7312 (Pre-
8 Designated Bump Card) shall be printed immediately, as
9 well as the "addendum" for use with the above
10 cards/forms.
- 11
- 12 3. The Blue Cross and Blue Shield of Michigan Group
13 Conversion Coverage Brochure shall be included in the
14 RIF Packets.
- 15
- 16 4. The Agency agrees to include a map of the MESC Office
17 locations with the RIF packets.
- 18
- 19 5. The cover letter for the Civil Service application shall be
20 modified as provided in the attached example.
- 21

22 The parties agree that each has had an opportunity to raise all pertinent
23 issues and that the requirements of Article XIII, Section B have been met
24 in full.

25

26 FOR THE MICHIGAN EMPLOYMENT FOR LOCAL 31-M, S.E.I.U., AFL-
27 CIO
28 SECURITY COMMISSION

29		
30	<u>/s/ Nathaniel Lake, Jr.</u>	<u>/s/ Vicki Cook Bumbaugh</u>
31	Nathaniel Lake, Jr., Director	Vicki Cook Bumbaugh, President
32	Bureau of Personnel Services	Local 31-M
33		
34	<u>10/3/85</u>	<u>10/3/85</u>
35	Date	Date
36		

37 FOR THE OFFICE OF THE STATE EMPLOYER

38		
39	<u>/s/ John B. Bruff</u>	<u>10/7/85</u>
40	John Bruff, Director	Date
41		
42	<u>/s/ Marie Shamraj</u>	<u>10/4/85</u>
43	Marie Shamraj	Date
44		

45 NOTE: Since this RIF packet information is obsolete, it is reprinted here
46 for background information purposes only.

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APPENDIX C-14

ADDENDUM to RIF PACKET

Article 13, Section 10.B - Layoff Information Packet

ATTENTION: Please read this addendum completely before completing and returning any of the forms in this RIF PACKET.

During the 1984-1985 contract negotiations, the Union and the Employer agreed to ".... work jointly in the development of information that will be compiled and supplied to employees who may be laid off advising them of the procedures for placement on the "referral" lists. In addition, the information will include explanations and appropriate forms for other options provided under the agreement such as annual and/or sick leave payoffs/freeze, and insurance payments" in accordance with Article XIII, Section 10.B.

Because of the large supply of some of the pre-printed forms, it is not possible to revise all forms immediately. The purpose of this addendum is to provide additional clarification as suggested by Local 31-M with regard to the forms addressed in this addendum.

I. MESC #7318 Annual Leave/Insurance Option.

A. ANNUAL LEAVE.

- 1) If you elect not to freeze your Annual Leave, the total balance will be paid off when you receive your last paycheck.
- 2) While on layoff status, if you elect to receive a payoff of your annual leave balance, you must request in writing the payoff of your annual leave from the Branch Manager at your last work location.
- 3) If you elect to freeze your Annual Leave, upon expiration of your recall rights, the total payment for the remaining balance of your Annual Leave will be sent to your last known address.

B. SICK LEAVE.

Your Sick Leave balance shall be frozen at the time of your layoff. In the event you should terminate your State employment while on layoff or at the time of expiration of your recall rights, employees hired prior to October 1, 1980 shall be entitled to a percentage payoff according to the following chart:

	<u>SICK LEAVE ACCUMMULATION IN HOURS</u>	<u>PERCENTAGE</u>
<u>PAID</u>		
	Less than 104	0
	104-208	10
	209-416	20
	417-624	30
	625-832	40
	833 or more	50

- 1) If you elect to terminate your State employment and want your sick leave paid off in accordance with the above you must request in writing the payoff of your Sick Leave from the Branch Manager at your last work location.
- 2) When your recall rights have expired the State will mail the payment for your Sick Leave balance as described above to your last known address.

C. INSURANCE OPTIONS. The following is to be read in conjunction with the current language on form #7318. Annual Leave/Insurance Options:

- 1) You may elect to prepay your premiums of Health, Life, Dental, and Vision Care coverage only one time during the fiscal year (from October 1st to September 30th). However, if you should be recalled to a temporary position within two pay periods of your layoff, you will be able to exercise the prepayment option if you are subsequently laid off during the fiscal year.
- 2) You are also eligible to continue your Health and Life Insurance coverages through the direct payment process for up to 12 months after the date of the layoff. The insurance company will bill you directly for the premiums. Initial payment statement for Blue Cross/Blue Shield will be sent by your Personnel Department. The 12 month period of eligibility shall begin with the most recent date of layoff.
- 3) Employees enrolled in HMOs should contact their respective HMO for direct billing arrangements.
- 4) After the expiration of the twelve (12) month direct payment on your State Health Insurance you have the option of continuing your coverage in the following manner:
 - A. After twelve (12) months of direct pay, Blue Cross and Blue Shield of Michigan will mail you their Group Conversion Application form to your last known address on file. It will be your responsibility to fill this form out and mail it back to Blue Cross/Blue Shield of Michigan.
 - B. If you have an HMO, you must contact your particular HMO directly to make arrangements.
- 5) Vision Care and Dental Insurance cease after 30 days following the last day worked.
- 6) Upon request, insurance booklets are available from your Personnel Department.

II. MESC #7313. Temporary Recall Card (Blue)

I understand that accepting or declining a temporary assignment will not affect my recall rights to a permanent position.

NOTE: Since this Addendum to RIF Packet is obsolete, it is reprinted here for background information purposes only.

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APPENDIX C-15

LETTER OF UNDERSTANDING

Human Services Support Agreement

Article XIII, Layoff and Recall

Section 11 - Recall from Layoff

During the course of the 1984 negotiations the issue of the expiration of recall rights for laid off Human Services Support Bargaining Unit employees was discussed. In recognition of the fact that as of August 1, 1984, a large number of laid off Human Services Support Bargaining Unit employees' recall rights expired prior to the new Agreement being reached to extend recall rights from three years to six years, the parties have agreed to bridge the recall rights for all employees of the Human Services Support Bargaining Unit whose recall rights would otherwise have expired as of August 1, 1984, that the period of time between and thereafter until August 1, 1984 and the date upon which the new Agreement has been approved by the Civil Service Commission. Employees affected by the provisions of this Letter of Understanding shall continue to have recall rights for an additional three years.

In order to facilitate the reinstatement of employees on applicable recall lists/ cards, the parties agree that the Departments/Agency shall have sixty (60) calendar days from the date all signatures are obtained to review the recall documents and make any necessary changes. In the event there is a dispute over an employee's recall rights that may be attributed to the provisions of this Letter of Understanding, the parties agree to meet and attempt to resolve the dispute. It is not intended that an error in the administration of these terms result in the displacement of employees who have been previously recalled, but result in the employee whose recall rights have been abridged being placed in seniority order on applicable recall lists.

FOR THE UNION	FOR THE EMPLOYER
<u>/s/ Vicki Cook Bumbaugh</u>	<u>/s/ James B. Spellicy</u>
Vicki Cook-Bumbaugh, President	(for) John B. Bruff, Director
Dated: February 22, 1985	<u>/s/ Paulette Granberry</u>
	Paulette Granberry
	Contract Negotiator
	Dated: February 22, 1985

APPENDIX C-17

LETTER OF UNDERSTANDING

Article 13, Section 13 - Temporary Appointment

Article 14, Section 6 - Detailing

The parties agree that, when the Employer decides to recall a Temporary Employee (as provided in Article XIII, Section 13) for the purpose of accommodating a request for a detail to another work location, the following procedure will be followed:

1. The Employer shall first ask for volunteers from the permanent staff at the work location that will detail the Employee. The Employer shall detail qualified volunteers (as provided in Article XIV, Section 6) in seniority order.
2. In the event that there are insufficient qualified volunteers, the Employer may recall an employee from the work location "Temporary Recall" list, (blue card); hereinafter referred to as the recall list. The Employer, when making the employment offer, will inform the Employee that if he/she accepts the temporary appointment, he/she will be detailed to another work location. The Employer will also inform the Employee of the work location he/she will be detailed to.

If the Employee refuses the temporary recall solely because he/she does not want the detail assignment to another work location, the Employee shall retain his/her place on the recall list. The Employer may then offer the assignment to the next Employee on the recall list in seniority order.
3. While the Employer is attempting to recall an Employee for a temporary appointment, the Employer may detail its permanent, qualified employees in inverse seniority order (as provided in Article XIV, Section 6.)
4. The Employer shall pay the Employee that is detailed meal and travel reimbursement as provided in Article XXII, Section 18.
5. The provisions of Article XIII, Section 13, and Article XIV, Section 6 remain effective except where altered in this Letter of Understanding.

For the Office of State Employer

/s/ George G. Matish
George Matish Date

/s/ Susan J. O'Doherty 5/28/87
Susan O'Doherty Date

For the Employer

For the Union

/s/ Toni M. Moore 5/26/87 /s/ Victoria Cook Bumbaugh 5/26/87

Toni M. Moore
MESC

Date Victoria Cook Bumbaugh
Date
LOCAL 31-M

LETTER OF UNDERSTANDING

ARTICLE 13 – LAYOFF AND RECALL

ARTICLE 14 – ASSIGNMENT AND TRANSFER

During bargaining in 2001, the parties agreed to establish a committee to study the issues of potential placements for employees in the UA who would have to relocate in order to continue working with the UA following the implementation of the Remote Initial Claims Centers (RICCs). The committee will include a representative from the Unemployment Agency, Department of Civil Service, Office of the State Employer and SEIU Local 31-M.

The committee will request the assistance of Civil Service in conducting qualification reviews and assessments in order to determine other classifications for which the employee may be eligible for consideration as well as identifying training that could be made available to assist employees in meeting eligibility requirements for other positions.

The committee will also review information on relocation services that provide assistance and advice to employees who are relocating, in order to determine the feasibility of using such a service.

The committee will also work jointly on the development of information that will be compiled and supplied to employees who may be laid off. The information will include explanations and appropriate forms for other options provided under the agreement, such as annual and/or sick leave payoffs/freeze and insurance payments. Discussion will focus on Article 13, Section 14.B and D, the recall card and layoff notice issued to Bargaining Unit members.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 1/15/02
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 1/8/02
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 1/14/02
Susan O'Doherty Date

LETTER OF UNDERSTANDING

ARTICLE 13 – LAYOFF AND RECALL

ARTICLE 14 – ASSIGNMENT AND TRANSFER

ARTICLE 22 - ECONOMICS

During bargaining in 2001, the parties discussed the assignment of employees in the Unemployment Agency to Remote Initial Claims Centers (RICCs). The parties agree that the procedure detailed below will be followed:

1. The Employer will provide employees with information when available on job assignment, training, and work schedule. Sources of information on the metropolitan areas in which the RICCs are located will also be provided.
2. As soon as possible but at least 60 days before the opening of the first RICC, the Employer will provide employees with a RICC Preference Card.
3. Employees will complete a RICC Preference Card, ranking up to three RICCs in order of preference and indicating whether they prefer to be assigned to a RICC as early as possible or as late as possible. A choice of "None" will also be available. Employees shall return the card to the UA Bureau of Human Resources within thirty (30) calendar days of mailing of the card.
4. The Employer shall acknowledge receipt of each employee's RICC Preference Card within ten (10) weekdays after the due date. The Employer shall provide copies of the RICC Preference Cards to the Union.
5. Employees who have listed at least one RICC shall be assigned in seniority order as indicated on RICC Preference Cards, taking seniority preference into account concerning early or late assignment to a RICC. It is the intent of the Employer to grant each employee's first preference. However, if this is not possible based on excess applications for available positions, assignments shall be made in seniority order. Employees who list fewer than three RICCs and whose seniority is not sufficient to be assigned to one of their choices shall be laid off.
6. Employees who selected "None" on the RICC Preference Card or who will be laid off pursuant to paragraph 5 above shall be given 14 calendar days' written notice of layoff and shall be laid off. Dates of layoff will vary by branch office. Such layoffs shall be in inverse seniority order.

- 1 7. For full-time continuing employees who accept assignment at a RICC
2 that is farther than a 75-mile radius from their current work location,
3 who must relocate in order to continue working for the Unemployment
4 Agency, and who agree to continue employment in the new location
5 for a minimum of one year, the Employer agrees to reimburse up to
6 \$3,000 in moving expenses. An employee who voluntarily separates
7 from employment with UA in less than one year shall repay all moving
8 expense reimbursements. Charges in excess of the specified
9 reimbursement amount must be paid by the employee. This
10 reimbursement may cover any eligible expense under Subsections B,
11 C, D, and F of Article 22, Section 17, Moving Expenses. In lieu of
12 expenses under Subsection B, the employee may utilize a commercial
13 rental truck service and shall submit receipts for reimbursement of
14 such truck or trailer rental charges.
15
16 8. For employees covered by paragraph 7 above, the Employer agrees
17 to provide up to four (4) days of administrative leave to secure
18 housing.
19
20 9. If the seniority list being used to implement this Letter of
21 Understanding is different from the most recent seniority list provided
22 to the Union under Article 12, Section B, upon request by the Union
23 the Employer will furnish such list to the Union within a reasonable
24 period of time.
25

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 1/15/02
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 1/8/02
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 1/14/02
Susan O'Doherty Date

LETTER OF UNDERSTANDING

Article 15 - HOURS OF WORK AND OVERTIME

Article 16 - LEAVES

During bargaining in 1995, the parties discussed MESC timekeeping issues, such as the recording and utilization of leave credits and the policy of the MESC regarding attendance, overtime, and related issues. As a result of these discussions, the parties agreed that representatives of the Union and the MESC will hold Labor-Management Meetings to undertake a comprehensive review of those topics and others, including but not limited to the anticipated revision of the MESC's policy on attendance, plans for implementing the revised policy, and plans for implementing a positive timekeeping system. If these discussions resolve the parties' concerns, they will jointly make recommendations to the Office of the State Employer, to be incorporated into a Letter of Understanding pursuant to Article 20, Section 12.

Labor-Management Meetings may also be held with other employing departments to discuss related timekeeping issues.

The Office of the State Employer will participate in these meetings as needed. If the parties' concerns are not resolved through these meetings, the recording and utilization of time under a positive timekeeping system is an appropriate subject for secondary negotiations.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 11/9/95
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 11/9/95
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 11/9/95
Susan O'Doherty Date

LETTER OF UNDERSTANDING

Office of the State Employer and SEIU Local 31-M

Implementation of the Family and Medical Leave Act

Except as otherwise provided by specific further agreement between SEIU Local 31-M and the Office of the State Employer, the following provisions reflect the parties' agreement on implementation of the rights and obligations of employees and the Employer under the terms of the Family and Medical Leave Act ("FMLA" or "Act") as may be amended and its implementing Regulations as may be amended which took effect for the Human Services Support bargaining unit on February 5, 1994.

1. Employee Rights. Rights provided to employees under the terms of the Local 31-M collective bargaining agreement are not intended to be diminished by this Letter of Understanding. Contract rights relating to leaves of absence under the collective bargaining agreement shall not be reduced by virtue of implementation of the provisions of the Act. Neither the collective bargaining agreement nor this Letter of Understanding is intended to diminish any employee's rights under the Act.

2. Employer Rights. The rights vested in the Employer under the Act must be exercised in accordance with the Act unless modified by the provisions of the collective bargaining agreement or this Letter of Understanding.

3. Computation of the "twelve month period". The parties agree that an eligible employee is entitled to a total of twelve (12) work weeks of FMLA leave during the twelve (12) month period beginning on the first date the employee's parental, family care, or medical leave is taken; the next twelve (12) month period begins the first time leave is taken after completion of any twelve (12) month period.

4. Qualifying Purpose. The Act provides for leave with pay using applicable leave credits or without pay for a total of twelve (12) work weeks during a twelve (12) month period for one or more for the following reasons:

a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter ("parental leave");

b. Because of the placement of a son or daughter with the employee for adoption or foster care ("parental leave");

c. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter or parent has a

1 serious health condition as defined in the Act ("family care
2 leave");

3 d. Because of a serious health condition, as defined in the
4 Act, that makes the employee unable to perform the functions
5 of the position of the employee ("medical leave").

6 5. Department of Labor Final Regulations and Court Decisions.
7 The parties recognize that the U.S. Department of Labor has issued its
8 final regulations implementing the Act effective April 6, 1995. However,
9 the Employer may make changes necessitated by any amendments to the
10 Act and regulations or subsequent court decisions. The Employer shall
11 provide timely notice to the Union and opportunity for the Union to meet to
12 discuss the planned changes. Such discussions shall not serve to delay
13 implementation of any changes mandated by law. Planned changes shall
14 not reduce contractual leave rights provided in the collective bargaining
15 agreement.

16 6. Complaints. Employee complaints involving the application or
17 interpretation of the FMLA or its Regulations are not grievances under the
18 collective bargaining agreement. Any such complaints may be filed by an
19 employee directly with the employee's Appointing Authority. The Union
20 may, but is not obligated to, assist the employee in resolving the
21 employee's complaint with the employee's Appointing Authority.
22 Grievances alleging paid or unpaid leave contract violations shall continue
23 to be filed in accordance with the contractual grievance procedure.
24 However, an arbitrator shall not have authority to interpret the provisions
25 of the Act.

26 7. Eligible Employee. For purposes of FMLA leave entitlement,
27 eligible employees are those employees who have been employed by the
28 Employer for at least twelve (12) months and have worked at least 1,250
29 hours in the previous twelve (12) months. An employee's eligibility for
30 contractual leaves of absence remains unaffected by this Letter of
31 Understanding; however, such leaves will count towards the employee's
32 FMLA Leave entitlement, as provided in this Letter of Understanding, after
33 the employee has been employed by the Employer for at least twelve (12)
34 months and has worked 1,250 hours during the previous twelve (12)
35 month period. For purposes of FMLA leave eligibility, "employed by the
36 Employer" means "employed by the State of Michigan." Hours worked is
37 intended to include leave used by a Union representative during his/her
38 regular work hours pursuant to Article 7 and Article 8 of the collective
39 bargaining agreement. Hours worked is not intended to include time spent
40 on union business and union activity conducted outside the Union
41 representative's regular work hours.

42 8. Twelve Work Weeks During a Twelve Month Period. An
43 eligible employee is entitled under the Act to a combined total of twelve
44 (12) work weeks of FMLA leave during a twelve (12) month period.

1 9. General Provisions.

2 a. It is understood that when an employee uses his/her
3 entitlement to FMLA leave, the amount of time used under the
4 FMLA shall count toward the employee's right to a like type of
5 contractual leave of absence as indicated below:

6	<u>FMLA Leave Type:</u>	<u>Contractual Leave Type:</u>
7	Birth or Adoption	Parental Leave
8	Foster Care Placement	None
9	Care of Spouse, Son, Daughter	
10	or Parent	None
11	Medical Leave for Self	Up to Six (6) Months of Medical
12		Leave of Absence in a Five (5)
13		Year Period
14		

15 b. Employees may request and shall be allowed to use accrued
16 annual or personal leave, deferred hours, or compensatory time to
17 substitute for any unpaid FMLA leave.

18 c. The Employer may designate a Leave of Absence under Plan
19 C of the Voluntary Work Schedule Adjustment Program ("VWSAP")
20 as an FMLA leave if the employee provides information to the
21 Employer in accordance with the Act that the leave is for a
22 qualifying purpose under the Act. A Plan A reduced work schedule
23 under the VWSAP may be designated by the Employer as an
24 FMLA leave, if the employee provides information to the Employer
25 that the leave is for a qualifying purpose under the Act. Only leave
26 that is for a qualifying purpose under the Act will be counted toward
27 the employee's FMLA leave entitlement.

28 d. Employees may request and shall be allowed to use accrued
29 sick leave to substitute for unpaid FMLA leave for the employee's
30 own serious health condition or serious health condition of the
31 employee's spouse, child, or parent. Article 16, Section 3 rights
32 shall continue as provided in the collective bargaining agreement.

33 e. The Employer may temporarily reassign an employee to an
34 alternative position at the same classification and level with
35 equivalent pay in accordance with the collective bargaining
36 agreement when it is necessary to accommodate an intermittent
37 leave or reduced leave schedule requested by the employee in
38 accordance with the Act. Such temporary reassignment may occur
39 when the intermittent leave or reduced leave schedule is intended
40 to last longer than a total of ten (10) work days, whether
41 consecutive or cumulative. The Employer will make every
42 reasonable effort to reassign these employees within their existing
43 work location. For purposes of layoff and recall, the employees
44 shall remain in the layoff unit applicable to the position they held
45 prior to their temporary reassignment pursuant to this paragraph.
46 Upon completion of an intermittent leave or reduced leave
47 schedule, employees shall be returned to the position they held

1 prior to their temporary reassignment pursuant to this paragraph as
2 provided in the FMLA.

3 f. Second or third medical opinions, at the Employer's expense,
4 may be required from health care providers when the employee
5 requests a leave which is designated as counting against an
6 employee's FMLA family care or medical leave entitlement in
7 accordance with the Act.

8 g. Return to work from an FMLA leave will be in accordance with
9 the provisions of the Act and the collective bargaining agreement.

10 10. Insurance Continuation. Health Plan benefits will continue in
11 accordance with the Act. Negotiated insurance coverages and benefits
12 will continue as provided in the collective bargaining agreement for
13 employees on contractual leave.

14 11. Medical Leave. Up to twelve (12) work weeks of paid or
15 unpaid medical leave during a twelve (12) month period, granted pursuant
16 to the collective bargaining agreement, may count towards an eligible
17 employee's FMLA leave entitlement.

18 12. Annual Leave. When an employee requests to use annual or
19 personal leave and it is determined, based on information provided to the
20 Employer in accordance with the Act that the time is for a qualifying
21 purpose under the Act, the Employer may designate the time as FMLA
22 leave and it will be counted against the employee's twelve (12) work week
23 FMLA leave entitlement if the time is either:

24 a. To substitute for an unpaid intermittent or reduced leave
25 schedule; or

26 b. When the absence from work is intended to be for five (5) or
27 more consecutive work days.

28 Only leave that is for a qualifying purpose under the Act will be counted
29 toward the employee's FMLA leave entitlement. Where an employee has
30 not requested the use of annual or personal leave, the Employer will not
31 require use of such paid leave time to substitute for an unpaid FMLA
32 leave.

33 13. Sick Leave. An employee may request to use sick leave to
34 substitute for unpaid leave taken for a qualifying purpose under the Act.
35 Contractual requirements that employees exhaust sick leave before a
36 medical leave commences shall continue. An employee requesting an
37 FMLA family care leave must first exhaust his/her sick leave credits. If it is
38 determined, based on information provided to the Employer in accordance
39 with the Act that the sick leave time is for a qualifying purpose under the
40 Act, the Employer may designate the sick leave time as FMLA leave and it
41 will be counted against the employee's twelve (12) work week FMLA leave
42 entitlement if the time is either:

- 1 a. To substitute for an unpaid intermittent or reduced leave
2 schedule; or
3 b. When the absence from work is intended to be for five (5) or
4 more consecutive work days.

5 Annual leave or personal leave used at the employee's request and in
6 accordance with current practice, in lieu of sick leave, may be likewise
7 counted. Only leave that is for a qualifying purpose under the Act will be
8 counted toward the employee's FMLA leave entitlement.

9 14. Parental Leave. Except as specifically provided herein,
10 contractual parental leave guarantees are unaffected by implementation of
11 FMLA. Contractual parental leave extensions beyond twelve (12) months
12 shall be administered as provided in the collective bargaining agreement.
13 An employee's entitlement to FMLA parental leave will expire and must
14 conclude within twelve (12) months after the birth, adoption, or foster care
15 placement of a child. In accordance with the Act, an eligible employee is
16 only entitled to twelve (12) work weeks of leave for foster care placement
17 of a child. Up to twelve (12) work weeks of parental leave will be counted
18 towards the FMLA leave entitlement. An employee may request to
19 substitute annual or personal leave for any portion of the unpaid FMLA
20 parental leave. Intermittent or reduced leave schedules may only be
21 taken with the Employer's approval.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 11/9/95
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 11/9/95
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 11/9/95
Susan O'Doherty Date

APPENDIX C-22

LETTER OF UNDERSTANDING

Agreement on Implementation of the Family and
Medical Leave Act

During bargaining in 1998, the parties agreed that paragraph 13, Sick
Leave, of the Letter of Understanding on implementation of the Family and
Medical Leave Act dated 11/9/95 shall be modified to provide that an
employee must first exhaust sick leave credits down to 80 hours before an
FMLA family care leave commences.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 10/22/98
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 10/22/98
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 10/22/98
Susan O'Doherty Date

LETTER OF UNDERSTANDING

Article 22 - ECONOMICS

Payroll Deductions and Remittance for Educational Trust Fund

The parties recognize that the State may offer state employees the opportunity for payroll deduction in conjunction with individual employees' participation in a program similar to the Michigan Educational Trust (M.E.T.) Program. In the event the State initiates a payroll deduction opportunity for trust fund participants, members of the bargaining unit who are trust fund participants will be offered the opportunity to individually initiate enrollment in such payroll deduction program.

It is understood that initiation and continuation of the payroll deduction program is subject to the provisions of applicable statutes and regulations, and will be administered in accordance with such laws and regulations. Should the State determine to alter, amend, or terminate such payroll deduction program, the State will provide the Union advance notice and, upon Union request, meet to review and discuss the reasons for such actions prior to their implementation.

For purposes of administering contractual union security provisions and payroll accounting procedures, it is understood and agreed that such payroll deduction, if and when individually authorized by the employee, will be taken only when the employee has sufficient residual earnings to cover it after deductions for any applicable employee organization membership dues or service fees have been made.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 11/9/95
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 11/9/95
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 11/9/95
Susan O'Doherty Date

LETTER OF UNDERSTANDING

ARTICLE 22 - ECONOMICS

In recognition of the fact that the reorganization of the Unemployment Agency will result in the closing of branch offices throughout the State, and in recognition of the fact that layoffs of employees who are unable to relocate to a Remote Initial Claims Center (RICC) are likely to result in the permanent termination of the employment relationship, the parties agree to the establishment of severance pay for such UA employees.

A. Definitions.

(1) Layoff - For purposes of this LOU, layoff is defined as the termination of active State employment solely as a direct result of a layoff of an employee who is unable to relocate to a RICC. Other separations from active State employment such as layoffs for reductions in force, leaves of absence, resignation, suspension or dismissal shall not be considered a layoff under the terms of this LOU.

(2) Week's Pay - Week's Pay is defined as an employee's gross pay for forty (40) hours of work at straight time excluding such things as shift differential and "P" rate at the time of layoff.

(3) Year of Service - Year of Service is defined as 2088 hours recorded in the State's payroll system (see Severance Pay Schedule).

B. Eligibility.

The provisions of this LOU shall apply only to employees with more than one year of service who have been laid off from the Unemployment Agency because they are unable to relocate to a RICC. Further, the following employees shall not be eligible to receive severance pay:

(1) Employees who are in unsatisfactory employment status.

(2) Employees with a temporary or limited term appointment having a definite termination date.

C. Time and Method of Payment.

After an employee has been laid off for six (6) months in accordance with the provisions of this LOU, she/he shall be notified by the Unemployment Agency in writing that she/he has the option of remaining on the recall list(s) or of accepting a lump sum severance payment and thereby forfeiting all recall rights. The employee must notify the Unemployment Agency in writing of

1 his/her decision either to accept the severance payment or to
2 retain recall rights. An employee who does not notify the Agency
3 in writing of his/her decision shall be deemed to have elected to
4 retain recall rights.

5 If the employee chooses to remain on recall and rejects the
6 payment, the employee has the option at any time within the next
7 six (6) months of accepting the lump sum severance payment and
8 thereby forfeiting all recall rights. An employee who reaches such
9 decision during the second six (6) month period shall notify the
10 Unemployment Agency in writing of his/her decision.

11 An employee who has been laid off for twelve (12) months
12 shall be notified by the Unemployment Agency in writing that
13 she/he must choose either to accept the lump sum severance
14 payment or to reject such payment. By rejecting such payment,
15 the employee shall retain recall rights in conformance with the
16 provisions of the Human Services Support Unit Agreement and
17 shall have no further opportunity to receive severance payment.
18 The employee must notify the Unemployment Agency in writing of
19 his/her decision within fourteen (14) calendar days of receipt of
20 the Unemployment Agency's notification. An employee who does
21 not notify the Unemployment Agency in writing of his/her decision
22 to accept the severance payment shall be deemed to have
23 permanently rejected such payment and to have retained recall
24 rights in accordance with Article 13. If an employee elects to
25 accept the lump sum payment, the employee's name shall be
26 removed from all recall lists and such payment shall be made by
27 the Unemployment Agency within sixty (60) calendar days of
28 receipt of the employee's decision.

29 D. Disqualification.

30 An employee laid off as defined in this LOU who has not elected
31 in writing to accept severance payment shall be disqualified from
32 receiving such payment under the following conditions:

- 33
- 34 (1) If the employee is deceased.
- 35 (2) If the employee is hired for any position by an Employer.
- 36 a. If such employment requires a probationary period, upon
37 successful completion of such period.
- 38 b. If no probationary period is required, upon date of hire.
- 39 c. If a probationary period is required and the employee
40 does not successfully complete such required
41 probationary period and is therefore separated, such
42 time of employment shall be bridged for purposes of the
43 time limits in Section C above.

- 1 (3) An employee who refuses recall to or new State employment
2 hiring within a seventy-five (75) mile radius of the work
3 location from which she/he was laid off.
- 4 (4) An employee permanently recalled to another job in State
5 government.

6 E. Effect of Recall.

7 An employee temporarily recalled under Article 13, Section 13
8 shall have such time bridged for purposes of counting the time in
9 accordance with Section C above.

10 F. Effect of Hiring.

11 If an employee has accepted severance payment and is hired in
12 the State Classified Service within two (2) years of acceptance of
13 severance payment, such employee shall repay to the State the
14 full net (gross less employee's FICA and income taxes) amount of
15 the severance payment received. Such repayment shall not be
16 required until after the employee has successfully completed a
17 required probationary period. Once such employee has
18 successfully completed the required probationary period, that
19 employee shall have a one (1) year period to make the repayment
20 to the Unemployment Agency. The details of the method and time
21 schedule for such repayment shall be discussed between the
22 employee and the Unemployment Agency and reduced to writing
23 and signed by the employee and the Appointing Authority or
24 designee. In cases of unusual hardship and by mutual consent the
25 one (1) year period may be extended.

26 G. Payment.

27 An employee who elects in writing to receive severance pay shall
28 receive an explanation of the terms of such severance pay. The
29 employee and Appointing Authority or designee shall utilize a form
30 which explains to such employee all the conditions attendant to
31 acceptance of severance pay.

32 The employee and Appointing Authority or designee shall sign
33 this form and the signatures shall be witnessed. No employee is
34 entitled to receive severance pay until and unless she/he has
35 signed the above mentioned form. The employee shall receive a
36 copy of the signed form.

37 The Employer shall deduct from the amount of any severance
38 payment any amount required to be withheld by reason of law or
39 regulation for payment of taxes to any federal, state, county or
40 municipal government. Eligible employees as indicated in
41 Sections A-F above shall receive severance payment according to
42 the following schedule:

- 1 (1) Employees who have from one (1) through five (5) years of
2 service: One week's pay for every full completed year of
3 service, years 1-5;
- 4 (2) Employees who have more than six (6) full years of service:
5 Two week's pay for every full completed year of service, years
6 6-10;
- 7 (3) Employees who have more than eleven (11) full years of
8 service: Three week's pay for every full completed year of
9 service from year 11 on. For amounts, see attached
10 schedule.

11 Employees who work less than full-time (80 hours per pay
12 period) shall be eligible in accordance with Sections A-F above to
13 receive a proportional severance payment in accordance with the
14 following formula:

15 The Agency shall calculate the average number of hours such
16 employee worked for the calendar year preceding such
17 employee's layoff. This number shall then be used to determine
18 the proportion of such employee's time in relation to full-time
19 employment. This proportion shall then be applied to the above
20 payment schedule for purposes of payment. (See attached
21 example.)

22 However, no employee shall be entitled to receive more than
23 fifty-two (52) weeks of severance pay.

24 H. Effect on Retirement.

25 The acceptance or rejection of severance pay shall have no effect
26 on vested pension rights under the Retirement Act. The parties
27 agree that the severance payment shall not be included in the
28 computation of compensation for the purpose of calculating
29 retirement benefits and will seek and support statutory change if
30 such legislation is necessary to so provide.

31
32 While employees will not be denied severance pay due to
33 retirement eligibility, offsets may be calculated in accordance with
34 the Age Discrimination in Employment Act and the Older Workers
35 Benefit Protection Act.

36 SEVERANCE PAY SCHEDULE

37	<u>Hours</u>	<u>Years</u>	<u>Week's Pay</u>
38	2088 – 4176	1	1
39	4177 – 6264	2	2
40	6265 – 8352	3	3
41	8353 - 10440	4	4
42	10441 - 12528	5	5
43	12529 - 14616	6	7

LETTER OF UNDERSTANDING

ARTICLE 22 - ECONOMICS

The parties have discussed a program of long-term care insurance to be offered to bargaining unit employees, their spouses, parents, and parents-in-law. The following provisions apply to this program:

1. Premiums will be fully paid by employees/enrollees.
2. Current employees are guaranteed to be eligible for coverage if they enroll during the initial enrollment period. New employees are also guaranteed to be eligible if they enroll during the enrollment period that applies to new hires.
3. Employees who elect to enroll outside the enrollment period, as well as all spouses, parents, and parents-in-law, are subject to underwriting (i.e., they will be required to answer certain questions about their medical history to determine their eligibility to enroll).
4. Premiums for active employees will be paid through payroll deduction. Under current IRS tax code provisions, such premiums are to be taken from after-tax income and are not eligible for reimbursement from a medical spending account or other pre-tax reimbursement account.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 1/15/02
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 1/8/02
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 1/14/02
Susan O'Doherty Date

HUMAN SERVICES SUPPORT UNIT
LETTER OF UNDERSTANDING

Article 22 - ECONOMICS

Section 2.J - Civil Service Health Risk Appraisal Program

This confirms the Parties' agreement to accept the Department of Civil Service-administered Health Risk Appraisal Program (hereinafter CS-HRA) as satisfying the "Riskmaster" requirements of Item II.H.1. of the 1988-89 Economic Agreement between the parties. While neither party herein asserts a right or obligation to bargain over the identity of a fringe benefit provider, carrier or administrator, this Agreement is based upon the following considerations, and assurances from the Department of Civil Service (as reflected in Mr. William Blackburn's 8/8/88 memo to the Parties):

1. It was and is the intent of the Parties that the "Healthy Together Program" would be applicable to all unit members (not just those already enrolled in the State Health Plan administered for the state by BCBSM). The best judgement of the Department of Civil Service is that such universal application would cause unacceptable delays in implementation due to state bidding and purchasing statutes and regulations.
2. This agreement does not alter the obligation to furnish Healthy Life and Health Action as referenced in contractual provisions. Such services are being secured through the Department of Civil Service and provided by the Appointing Authorities.
3. The CS-HRA can and will provide services superior to those available through "Riskmaster". Specifically, current clinical measures of height/weight, blood pressure and cholesterol levels will be collected and recorded for each unit member who elects to participate, either through the services of the Health Screening Unit staff or HMOs, and the data-base created under the CS-HRA will be designed to provide more flexible and informative profiles (including time series) on health status of groups without jeopardizing participant confidentiality assurances.
4. The CS-HRA program will provide participants with confidentiality. Health Screening Unit staff will furnish participants who desire it a list of qualified providers of health risk reduction programs and services.
5. The Parties shall each be entitled to name a representative to the Joint Evaluation Committee, and each will be members of an ad hoc evaluation committee to monitor the program's implementation within the unit.

1
2 6. The CS-HRA will be piloted exclusively in the units which are
3 currently contractually entitled to an HRA program, and only after
4 the CS-HRA has been offered to all members of both units, and the
5 experience gained from this pilot has been evaluated, will the
6 results be utilized to implement the CS-HRA program throughout
7 the state service.
8

9 The Parties have not waived their right to require that the state revise or
10 replace the CS-HRA program in the event it is determined, by the Parties'
11 agreement or through the decision of a contractual grievance arbitrator,
12 that the services provided to unit members through the CS-HRA, in their
13 totality, are so deficient as to deny unit members those benefits they could
14 reasonably have expected if "Riskmaster" had been implemented.
15
16
17

18 <u>/s/ Victoria Cook Bumbaugh</u>	<u>/s/ George G. Matish</u>
19 FOR THE UNION 9/30/88	FOR THE EMPLOYER
20 Vicki Cook Bumbaugh, President	George G. Matish, Director
21 Local 31-M, SEIU	Office of the State Employer
22	
23	

24 <u>/s/ Susan O'Doherty</u>	<u>9/16/88</u>
25 Susan O'Doherty	
26	

27 NOTE: Since this Letter of Understanding is obsolete, it is reprinted here
28 for background information purposes only.
29

RULES FOR NETWORK USE

A member is considered to have access to the network based on the type of services required, if there are:

- Primary Care -Two Primary Care Physicians (PCP) within 15 miles;
- Specialty Care -Two Specialty Care Physicians (SCP) within 20 miles; and
- Hospital - One hospital within 25 miles.

The distance between the member and provider is the center-point of one zip code to the center-point of the other.

Member Costs Associated within In-Network or Out-of-Network Use

	In-Network	Out-of-Network
Deductible	\$200/individual \$400/family	\$500/individual \$1,000/family
Co-payments	Office Visits \$10 Services 0% or 10% Emergency 0%	Most services 10% (See 2. below)
Preventive Services	Covered at 100% Limited to \$500 per Calendar year per person. In January 2004, limit increases to \$750.	Not covered
Out-of-Pocket Maximum	\$1,000/individual \$2,000/family	\$2,000/individual \$4,000/family

1. If a member has access to the network, the member receives benefits at the in-network level when a network provider is used. The member is responsible for the in-network deductible (if any) and co-payment (if any). If a network provider refers the member to an out-of-network SCP the member continues to pay in-network expenses.

2. If a member has access to the network, the member receives benefits at the out-of-network level when a non-network provider is used. The member is responsible for the out-of-network deductible (if any), and co-payment (if any).

- If the non-network provider is a Blues' participating provider, the provider will accept the Blues' payment as payment in full. The member is responsible for the out-of-network deductible and co-payment. The member will not, however, be balance billed.

- 1 • If the non-network provider is not a Blues' participating provider, the
2 provider does not accept Blues' payment as payment in full. The
3 member is responsible for the out-of-network deductible and co-
4 payment. The member may also be balance billed by the provider
5 for all amounts in excess of the Blues' approved payment amount.
6

7 When a member has access to the network and chooses to use an out-of-
8 network provider, amounts paid toward the out-of-network deductible, co-
9 payment or out-of-pocket maximum cannot be used to satisfy the in-
10 network deductible, co-payments or out-of-pocket maximum.
11

12 3. If a member does not have access to the network as provided above,
13 the member will be treated as in-network for all benefits. The member
14 will be responsible for the in-network deductible (if any) and co-
15 payment (if any).

16 4. If a member does not have access to the network but then additional
17 providers join the network so that the member would now be
18 considered in-network, the member will be notified and given a
19 reasonable amount of time in which to seek care from an in-network
20 provider. Care received from a non-network provider after that grace
21 period will be considered out-of-network and the out-of-network
22 deductibles, co-payments and out-of-pocket maximums will apply. If a
23 member is undergoing a course of treatment at the time he becomes
24 in-network, the in-network rules will continue for that course of
25 treatment only pursuant to the PPO Standard Transition Policy. Once
26 the course of treatment has been finished, the member must use an
27 in-network provider or be governed by the out-of-network rules.

28 If a member is under a course of treatment on January 1, 2003 when the
29 new State Health Plan is implemented, the member will be treated as in-
30 network until the course of treatment is concluded pursuant to the PPO
31 Standard Transition Policy. After that, the level of benefits will be
32 governed by the in/out-of-network rules of the new State Health Plan.
33

APPENDIX C-28

LETTER OF UNDERSTANDING

Article 22, Section 18

ECONOMICS, Compensation for Assaulted Employees

During bargaining in 1989, the parties discussed Section 18, Compensation for Assaulted Employees. The parties agree that the word "attack" in Section 18 has the same meaning as the word "assault" in P.A. 452 of 1978, MCL 38.1181.

FOR THE EMPLOYER

FOR THE UNION

/s/ James B. Spellicy
James B. Spellicy
Deputy Director

/s/ Victoria Cook Bumbaugh
Victoria Cook Bumbaugh
President,
Local 31-M, SEIU, AFL-CIO, CLC

1/5/90
Date

1/4/90
Date

/s/ Susan O'Doherty

1/5/90
Date

LETTER OF UNDERSTANDING

Article 22 - ECONOMICS

Section 30 - School Participation Leave

During bargaining in 1995, the parties discussed the types of activities for which the school participation leave was intended to be used. The parties agree that the leave is for the purpose of fostering school-sponsored secular educational activities through active participation in such activities by employees, and not purely after-school recreational programs. Additionally, the leave is intended for pre-school (e.g., Head Start), K-12, and adult literacy activities, and not college or university-related programs.

The parties also agreed that the grant of eight (8) hours for school participation leave will be made to eligible bargaining unit members during the 1995-1996 fiscal year, provided that such grant does not require a legislative waiver. Such grant will be made as soon as administratively feasible after ratification by the Civil Service Commission.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 11/9/95
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 11/9/95
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 11/9/95
Susan O'Doherty Date

LETTER OF UNDERSTANDING

Article 23, Training

During negotiations in 1988, the parties discussed certain problems that bargaining unit members employed by MESC had experienced in the past in obtaining approval and payment for overtime hours worked during travel for required training. The parties acknowledge that such approval and payment are covered by the collective bargaining agreement and applicable law.

If such problems arise and are brought to the attention of the Personnel Bureau, the Employer agrees to investigate and resolve them.

FOR THE EMPLOYER

FOR THE UNION

/s/ James B. Spellicy 9/15/89
James B. Spellicy Date
Interim Director

/s/ Victoria Cook Bumbaugh 9/13/89
Victoria Cook-Bumbaugh Date
President

/s/ Susan O'Doherty 9/13/89
Susan O'Doherty Date

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APPENDIX C-31

LETTER OF UNDERSTANDING

Article 23 - TRAINING

During bargaining in 1992, the parties agreed to adapt or obtain a one-day labor-management training program that will focus on improving the communication between management and union representatives, with the goal of improving labor-management relations. The parties will mutually agree on the development and content of the program. However, in an effort to minimize the costs of such a training program, the parties will seek to adapt currently available program(s) and to utilize the services of instructors/ facilitators who may be available at reduced or no cost.

The Employer will be responsible for the costs of program adaptation and instructor fees, if any. The Employer will provide lunch for participants on the day of the training and will allow travel time one way for participating Union representatives. The Union will provide travel time one way for participating Union representatives and will cover other travel-related expenses.

FOR THE EMPLOYER

FOR THE UNION

/s/ William C. Whitbeck 11/10/92
William C. Whitbeck Date
Director, Office of the
State Employer

/s/ Victoria L. Cook 11/10/92
Victoria L. Cook Date
President, Local 31-M,
SEIU, AFL-CIO, CLC

/s/ Susan O'Doherty 11/10/92
Susan O'Doherty Date

ARTICLE 22, SECTION 11. PERSONAL LEAVE DAY

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The following principles apply to the crediting of hours for the Personal Leave Day:

1. Full-time employees on payroll on October 1 get 16 hours regardless of anything else.
2. Full-time employees not actively at work on October 1 get 16 hours when they return from leave of absence or lost time.
3. Full-time employees who were laid off on October 1, but subsequently recalled to a full-time position have the personal leave grant pro-rated based on the number of pay periods remaining in that fiscal year.
4. Less than full-time employees get a proportionate personal leave grant based on the average hours in pay status during the most recent six biweekly work periods to October 1 (including the period which contains October 1 and work periods when not in pay status).
5. Permanent-intermittent employees who work 80 hours during the pay period which includes October 1 are entitled to 16 hours personal leave.

APPENDIX D-2

HOLIDAY PAY FOR PERMANENT-INTERMITTENT EMPLOYEES

Permanent employees working less than full time shall qualify for paid holiday absence as follows:

1. Employees are entitled to a full holiday credit of eight hours if they otherwise have been in full pay status for the pay period in which the holiday falls.
2. Employees not in full pay status for the pay period in which the holiday falls are entitled to proportionate holiday credit based on the average hours in pay status during the six biweekly work periods (including work periods when not in pay status) preceding the work period in which the holiday occurs.
 - a. Permanent employees not in pay status during the biweekly work period when a holiday occurs are entitled to proportionate holiday credit upon return from furlough.
 - b. Newly hired employees who have completed less than six biweekly work periods are entitled to proportionate holiday credit based on the average hours in pay status since appointment.

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APPENDIX E

CLASS SERIES

- Blind Placement Worker 8, 9, E10, 11
 - Community Placement Assistant 8, 9, E10
 - Disability Determination Assistant 8, 9, E10
 - Employment Service Analyst Departmental Trainee 9/Employment Service Analyst 9, 10, P11, 12*
 - Employment Service Interviewer 9, E10, 11
 - Home Aide 6, 7, E8
 - Interpreter Deaf 6, 7, E8, 9
 - Liability Examiner 8, 9, E10
 - Migrant Services Worker 8, 9, E10
 - Unemployment Claims Examiner 9, E10, 11
 - Unemployment Claims Interviewer 8, 9, E10, 11
 - Unemployment Insurance Analyst Departmental Trainee 9/Unemployment Insurance Analyst 9, 10, P11, 12*
- *Non-supervisory positions only

APPENDIX F

PRE-AUTHORIZED CLASSES

- Community Placement Assistant 8, 9, E10
- Employment Service Analyst Departmental Trainee 9/Employment Service Analyst 9, 10, P11
- Employment Service Interviewer 9, E10
- Home Aide 6, 7, E8
- Interpreter Deaf 6, 7, E8
- Migrant Services Worker 8, 9, E10
- Unemployment Claims Examiner 9, E10
- Unemployment Claims Interviewer 8, 9, E10
- Unemployment Insurance Analyst Departmental Trainee 9/Unemployment Insurance Analyst 9, 10, P11

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APPENDIX G

BENCHMARK CONVERSION

<u>Old Class(es)</u>	<u>New Class(es)</u>
Blind Placement Worker 07	Blind Placement Aide III
Blind Placement Worker 09	Blind Placement Aide IVB
Claims Worker 07 - Short Term	Unemployment Claims Worker IV - Short Term
Civil Rights Aide 06	Rights Technician III
Civil Rights Aide 07	Rights Technician IVB
Crippled Children Rep. 08	Handicapper Children Rep. IVB
Deaf Services Aide 05	Interpreter, Deaf IIIB
Disability Technician 07	Vocational Rehab. Aide IVB
Eligibility Examiner 06	Medical Benefits Clerk III**
Employer Liability Examiner 09	Liability Examiner VB
Employment Serv. Interviewer 07	Employment Serv. Interviewer III
Employment Serv. Exec. 08	Employment Serv. Interviewer V
Employment Serv. Exec. 09	Employment Serv. Interviewer V
Employment Serv. Exec. 11*, 12*	Liability Examiner VI*
Homemaker 03	Home Aide I
Homemaker 05	Home Aide IIIB
Indian Affairs Rep. 07	College Trainee IV**
Indian Affairs Rep. 09	Ethnic Affairs Rep. V = Abolished 5/30/82
Indian Affairs Rep. 10	Ethnic Affairs Rep. VI = Abolished 5/30/82
Migrant Services Aide 03	Migrant Services Aide IIIB
Migrant Serv. Elig. Examiner 06	Migrant Serv. Worker II
Migrant Services Worker 07	Migrant Services Worker III
Patient Home Visitor 06	Community Placement Aide II
Patient Home Visitor 07	Community Placement Aide IVB
Spanish Speaking Affairs Rep. 07	College Trainee IV**
Spanish Speaking Affairs Rep. 09	Ethnic Affairs Rep. V = Abolished 5/30/82
Spanish Speaking Affairs Rep 10	Ethnic Affairs Rep. VI = Abolished 5/30/82
Unemployment Claims Examiner 07	Unemployment Claims Examiner III
Unemployment Claims Examiner 08	Unemployment Claims Examiner IVB*
Unemployment Claims Examiner 09	Unemployment Claims Examiner V or VI**
Unemployment Claims Examiner 10*	
Unemployment Claims Executive 07, 08	Unemployment Claims Examiner V/VI**
Unemployment Claims Executive 10*	Unemployment Claims Supervisor VI**

Unemployment Claims Executive 11*	Departmental Analyst VI**
Unemployment Claims Executive 12*	Department Analyst VII**
Unemployment Claims Worker 05	Unemployment Claims Worker II
Unemployment Claims Worker 06	Unemployment Claims Worker IIIB*
Veterans Employment Rep. 09	Employment Serv. Interviewer V
Vocational Rehab. Aid 05	Vocational Rehab. Aide II
Vocational Rehab. Asst. 06	Vocational Rehab. Aide III
Vocational Rehab. Asst. 07	Vocational Rehab. Aide IVB

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2 *Non-supervisory only

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4 **This class/position is/are not in the Human Services Support bargaining
5 unit.

6

7 Since these classes have been abolished, this appendix is published in
8 this contract for informational purposes only.

APPENDIX H

LAYOFF UNITS

Layoff Units shall be:

1. The County in: The Department of Civil Rights and the Family Independence Agency.
2. Statewide in: The Departments of Management and Budget, Corrections, and Consumer and Industry Services (Central Office).
3. Agency in: The Department of Community Health.
4. The County in: The Department of Education, except for Schools for the Deaf and Blind.
5. In the Unemployment Agency (UA), the following county combinations shall be layoff units:

A. Houghton Baraga Iron Keweenaw Gogebic Ontonagon	B. Marquette Dickinson Schoolcraft Alger Delta Menominee	C. Mackinac Luce Chippewa
D. Emmet Charlevoix Antrim Kalkaska Grand Traverse Leelanau Benzie Manistee Wexford Missaukee	E. Alpena Alcona Oscoda Crawford Otsego Cheboygan Montmorency Presque Isle Roscommon Ogemaw Iosco Clare Gladwin Arenac	F. Oceana Mason Lake Newaygo Mecosta Osceola Muskegon Kent Ionia Montcalm Ottawa Allegan Isabella Gratiot

G. Bay Midland Saginaw Shiawassee Genesee Lapeer Tuscola Sanilac Huron	H. VanBuren Berrien Cass Kalamazoo St. Joseph Barry Branch Calhoun Ingham Clinton Eaton Jackson Hillsdale Lenawee	I. Livingston St. Clair Macomb Washtenaw Oakland Wayne Monroe
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1 The office (work location) shall include its outstation offices
2 regardless of county location. A satellite office shall be a separate
3 work location. For purposes of bumping, a satellite office is treated
4 the same as a branch office.

6. In the Employment Service Agency, the following county combinations shall be layoff units:

A. Houghton Baraga Iron Keweenaw Gogebic Ontonagon	B. Marquette Dickinson Schoolcraft Alger Delta Menominee	C. Mackinac Luce Chippewa
D. Emmet Charlevoix Antrim Kalkaska Grand Traverse Leelanau Benzie Manistee Wexford Missaukee	E. Alpena Alcona Oscoda Crawford Otsego Cheboygan Montmorency Presque Isle Roscommon Ogemaw Iosco Clare Gladwin Arenac	F. Oceana Mason Lake Newaygo Mecosta Osceola Muskegon Kent Ionia Montcalm Ottawa Allegan Isabella Gratiot

G. Bay Midland Saginaw Shiawassee Genesee Lapeer Tuscola Sanilac Huron	H. VanBuren Berrien Cass Kalamazoo St. Joseph Barry Branch Calhoun Ingham Clinton Eaton Jackson Hillsdale Lenawee	I. Livingston St. Clair Macomb Washtenaw Oakland Wayne Monroe
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The definition of layoff units shall be subject to negotiation during the term of this Agreement by request of either party.

APPENDIX I

HUMAN SERVICES SUPPORT BUMPING POOL PROCEDURES

1. The Employer identifies the number of surplus "S" positions by class/level and by work location who shall be designated as surplus employees to bump or be laid off and places the surplus employees in seniority order. If the Employer intends to lay off out of line seniority pursuant to Article 13, Section 3.B(1), the employee(s) who occupies the certified position(s) identified by the Employer shall not be identified as surplus nor shall she/he be placed in seniority order.
2.
 - A. Identify the number of least senior positions in the Layoff Unit, which do not have a selective or departmental certification, equal to the number of surplus positions.
 - B. Identify the number of least senior selectively certified positions and/or departmentally certified positions equal to the number of surplus employees eligible to bump into the selectively or departmentally certified positions. In the event a surplussed employee(s) meets the eligibility criteria for more than one certification category, the position(s) identified for inclusion in the bumping pool will be the position(s) occupied by the least senior employee(s) eligible to be bumped by the surplussed employee(s).
 - C. The employees identified in A, plus the employees identified in B, shall be placed in seniority order and shall be considered the bumping pool, "A".
3. Identify the most senior surplus employee and review his/her predesignated Work Location Preference Form.
4. Identify what the most senior employee has designated as the preferred work locations in priority order.
5. In accordance with the provisions of Article 13, the Employer will bump the most senior "S" employee to the first designated preferred position in the Pool if there is a less senior employee occupying a position in a class/level that the surplus employee is eligible to bump. If no available work location with a less senior employee in the Bumping Pool is selected, the most senior "S" employee is laid off.
6. Identify the next most senior "S" employee and repeat Steps 3, 4, and 5 until all "S" employees outside the Bumping Pool have been allowed to exercise their bumping preference in seniority order.
7. If one or more employees in the Bumping Pool have not been surplussed or bumped, the Employer will then identify and place in seniority order employees in the Pool who have been surplussed or bumped. The Employer shall then repeat Steps 4 and 5 until all of the

- 1 more senior affected employees have been given an opportunity to
- 2 bump into an available less senior Pool position.
- 3
- 4 8. An employee eligible for certified positions retains the right to bump
- 5 into certified positions based on his/her eligibility criteria, seniority, and
- 6 bumping preferences, and into non-certified positions based on
- 7 his/her seniority and bumping preferences.
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APPENDIX J

ARTICLE 22

STATE HEALTH PLAN PPO BENEFIT CHART

	State Health Plan (PPO)	
	In-Network	Out-of-Network

Preventive Services - Limited to \$500 per calendar year per person (In Jan. 2004, limit increases to \$750)

Health Maintenance Exam - includes chest X-ray, EKG and select lab procedures	Covered-100%, one per calendar year	Not covered
Annual Gynecological Exam	Covered-100%, one per calendar year	Not covered
Pap Smear Screening- laboratory services only	Covered-100%, one per calendar year	Not covered
Well-Baby and Child Care	Covered-100% -6 visits per year through age 1 -2 visits per year, age 2 through 3 -1 visit per year, age 4 through 15	Not covered
Immunizations (no age limit). Annual flu shot; Hepatitis C screening covered for those at risk	Covered 100%	Not covered
Fecal Occult Blood Screening	Covered-100%, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam Colonoscopy Exam	Covered 100%	Not covered
Prostate Specific Antigen (PSA) Screening	Covered-100%, one per calendar year	Not covered

Mammography

Mammography Screening	Covered 100%	Covered-90% after deductible
	One per calendar year, no age restrictions	

**Physician Office
Services**

Office Visits	Covered - \$10 co-pay	Covered - 90% after deductible, must be medically necessary
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Outpatient and Home Visits	Covered - 100% after deductible	Covered - 90% after deductible, must be medically necessary
Office Consultations	Covered - \$10 co-pay	Covered - 90% after deductible, must be medically necessary

Emergency Medical Care

Hospital Emergency Room - approved diagnosis, prudent person rule	Covered 100% for emergency medical illness or accidental injury	Covered 100% for emergency medical illness or accidental injury
Ambulance Services - medically necessary for illness and injury	Covered 100% after deductible	Covered 100% after deductible

Diagnostic Services

Laboratory and Pathology Tests	Covered - 100% after deductible	Covered - 90% after deductible
Diagnostic Tests and X-rays	Covered - 100% after deductible	Covered - 90% after deductible
Radiation Therapy	Covered - 100% after deductible	Covered - 90% after deductible

Maternity Services Provided by a Physician

Pre-Natal and Post-Natal Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes care provided by a Certified Nurse Midwife	
Delivery and Nursery Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes delivery provided by a Certified Nurse Midwife	

Hospital Care

Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies, and Blood Storage	Covered – 100% after deductible Unlimited Days	Covered – 90% after deductible Unlimited Days
Inpatient Consultations	Covered – 100% after deductible	Covered – 90% after deductible
Chemotherapy	Covered – 100% after deductible	Covered – 90% after deductible

Alternatives to Hospital Care

Skilled Nursing Care	Covered – 100% after deductible	Covered – 90% after deductible
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	deductible	deductible
	120 days per confinement	
Hospice Care	Covered – 100%	Covered – 100%
	Limited to the lifetime dollar max. which is adjusted annually by the state	
Home Health Care	Covered – 100% after deductible	Covered – 100% after deductible
	Unlimited visits	

Surgical Services

Surgery - includes related surgical services	Covered – 100% after deductible	Covered – 90% after deductible
Voluntary Sterilization	Covered – 100% after deductible	Covered – 90% after deductible

Human Organ Transplants

Specified Organ Transplants - in designated facilities only - when coordinated through the TPA	Covered – 100% after deductible	Covered – in designated facilities only
	Up to \$1 million maximum per transplant type	
Bone Marrow - when coordinated through the TPA - specific criteria applies	Covered – 100% after deductible	Covered – 90% after deductible
Kidney, Cornea and Skin	Covered – 100% after deductible	Covered – 90% after deductible

Mental Health Care and Substance Abuse - Covered under non-BCBSM contract

Inpatient Mental Health	100% up to 365 days per year. Partial Day Hospitalization at 2:1 ratio	50%, up to 365 days per year
Outpatient Mental Health Care	90% of network rates	50% of network rates
Inpatient Alcohol & Chemical Abuse Care	100% up to two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 100%	50% up to two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 50%
Outpatient Alcohol & Chemical Abuse	90% of network rates; Limit \$3,500/year chemical dependency only	50% of network rates Limit \$3,500/year chemical dependency only

Other Services

Allergy Testing and Therapy	Covered – 100% after deductible	Covered – 90% after deductible
Rabies treatment after initial emergency room treatment	Covered – 100% after deductible	Covered – 90% after deductible
Chiropractic Spinal Manipulation	Covered – 90% after deductible	Covered – 90% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy:		
- Facility and Clinic	Covered – 100% after deductible	Covered – 100% after deductible
- Physician's Office - excludes speech and occupational therapy	Covered – 100% after deductible	Covered – 90% after deductible
	Up to a combined maximum of 60 visits per calendar year	
Durable Medical Equipment	Covered – 90% after deductible	Covered – 90% after deductible
Prosthetic and Orthotic Appliances	Covered – 90% after deductible	Covered – 90% after deductible
Private Duty Nursing	Covered – 90% after deductible	Covered – 90% after deductible
Prescription Drugs	Covered under non-BCBSM contract	Covered under non-BCBSM contract
Hearing Care Program	\$10 office visits; more frequent than 36 months if standards met.	
Acupuncture Therapy Benefit – Under the supervision of a MD/DO	Covered – 90% after deductible (up to 20 visits annually)	Covered – 90% after deductible (up to 20 visits annually)
Weight Loss Benefit	Upon meeting conditions, eligible for a lifetime maximum reimbursement of \$300 for non-medical, weight reduction.	
Wig, wig stand, adhesives	Upon meeting medical conditions, eligible for a lifetime maximum reimbursement of \$300. (Additional wigs covered for children due to growth.)	

Deductible, Co-pays and Dollar Maximums

Deductible	\$200 per member; \$400 per family	\$500 per member; \$1,000 per family
Co-pays:		
- Fixed Dollar Co-pays - Do not apply toward deductible	\$10 for office visits/consultations	

- Percent Co-pays - MH/SA co-pays do not apply toward deductible - Services without a network are covered at the in-network level	10% for MHSA outpatient, chiropractic, durable medical equip., prosthetic and orthotic appliances, and private duty nursing	10% for most services; MHSA at 50%
Annual Dollar Maximums:		
- Fixed Dollar Co-pays - Do not apply toward out- of-pocket maximum	N/A	None
- Percent Co-pays - MH/SA and private duty nursing co-pays do not apply toward out-of- pocket maximum	\$1,000 per member; \$2,000 per family	\$2,000 per member; \$4,000 per family
Dollar Maximums	\$5 million lifetime per member for all covered services and as noted above for individual services	

APPENDIX K

LETTER OF AGREEMENT
IN SUPPORT OF NATIONAL HEALTH CARE REFORM
September 1991

The Union and the Employer recognize that our nation's health care system has reached a state of crisis. Skyrocketing health care costs threaten the living standards of workers and the financial stability of state and local governments. Spending for publicly provided health care insurance, both for civil servants and the poor who rely on government for health care coverage, is the fastest growing component of state and local government budgets. The cost of providing health care insurance is rising as rapidly for the public sector as it is in the private sector.

In the past, the Union and the Employer have agreed to mutual efforts to control health care costs through various cost-containment initiatives. While the parties are committed to continuing these efforts, they now recognize that the problem cannot be solved through collective bargaining alone. Health care costs cannot be adequately controlled on a plan-by-plan, employer-by-employer, or even totally on a state-by-state basis. Rather, a new national framework for the health care system that works in true partnership with the states is required to solve the three related problems of cost, quality and access.

The parties agree to work jointly to achieve a national consensus for health care reform. National health care reforms should recognize the best of state initiatives, including statewide health care reforms that improve access, maximize delivery of cost-effective preventive care and that establish medical care payment programs designed to reduce overall medical costs. The parties recognize that cooperation between labor and management will increase their effectiveness in achieving changes in state and federal policy that both support.

At the national level, the parties agree to meet with Congress to begin work on approaches to achieve national health care reform that recognize the partnership role of states.

At the state level, the parties agree to the formation of a Joint Committee on Health Care Reform whose efforts will be guided by the following principles:

1. The interconnected problems of cost, quality, and access require comprehensive solutions involving states, the federal government and the private sector.
2. Immediate action to achieve a national consensus on comprehensive solutions is required, even though it may entail both short and long-term initiatives.
3. Assuring all citizens access to affordable health care must have the highest priority. The financing of care should be shared fairly among

- 1 all participants in the health care system. Health care financing must
2 have a positive impact on international competition, preclude cost
3 shifting among payers and assure basic care to individuals who do not
4 have the ability to pay.
5
- 6 4. A comprehensive solution will require leadership from all levels of
7 government and the private sector to establish a national framework
8 for health care reform which will contain costs, assure quality, and
9 extend access to affordable care for all citizens. The practice of
10 shifting financial responsibility for health care costs from the federal
11 government to states and localities must end, and a stable financing
12 base must be assured.
13
- 14 5. Cost containment strategies at the state level must work together with
15 national reforms. State level cost containment strategies may include
16 all-payer reimbursement systems, global budgeting of capital, an
17 expanded role for community-based care that emphasizes preventive
18 health care, electronic billing systems, purchasing consortia for small
19 businesses to reduce administrative costs and tort liability reform,
20 including national practice standards and protocols.
21
- 22 6. The federal government must recognize the critical role of states and
23 localities as administrators and innovators. The federal government
24 can assist states in their efforts to test various reform alternatives and
25 the parties agree to study such alternatives including reducing
26 paperwork burdens, simplifying waiver procedures for Medicaid,
27 utilizing all-payer reimbursement systems and the utilization of cost-
28 effective managed care.
29
- 30 7. Reform should build upon the strengths of the American economic
31 system including plurality (e.g., the choice of competing delivery
32 systems), competition, technical innovations, and a federal/state
33 partnership.

/s/ Victoria Cook Bumbaugh
For the Union

/s/ William C. Whitbeck
For the Employer

APPENDIX L

Letter of Understanding

1. During the collective bargaining negotiations between the State of Michigan and the SEIU Coalition (Local 31-M, Michigan Corrections Organization, and Michigan Professional Employees Society) during 1992, the parties agreed to fund across the board pay increases in Fiscal Years 1993-94, 1994-95 and 1995-96 from implementing cost containment measures in the State's group insurance plans.
2. In the past the parties have agreed to mutual efforts to control health care costs through various cost-containment measures through the establishment of a Joint Committee on Health Care Reform.
3. The parties desire to draw on the expertise developed through their participation on that Committee in developing various cost containment measures to retard the rate of increase in the cost of the State's group insurance plans.
4. Therefore, the undersigned parties agree to establish subcommittees of the existing Joint Committee on Health Care Reform with labor and management members, assisted by staff of the Employee Benefits Division, Department of Civil Service. These subcommittees shall explore managed care, preferred provider systems, structural changes in the group insurance plans, and related matters as mutually agreed by the parties for the purpose of implementing cost containment measures in the State Health Plan and other group insurance plans on a timetable to be determined by the parties.

<u>/s/Victoria L. Cook</u>	<u>11-16-92</u>	<u>/s/William C. Whitbeck</u>	<u>11-16-92</u>
Local 31-M	Date	Employer	
Date			

Michigan Corrections Date
Organization

Michigan Professional Date
Employees Society

1 APPENDIX M
2 LETTER OF UNDERSTANDING
3 SEIU COALITION
4 IMPLEMENTATION OF PREFERRED PROVIDER ORGANIZATION
5 MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES
6

7 The parties have previously entered into collective bargaining agree-
8 ments which provide that, working through subcommittees, the parties will
9 explore managed care, preferred provider systems, structural changes in
10 group insurance plans and related matters as mutually agreed by the
11 parties, for the purpose of implementing cost containment measures in the
12 State Health Plan and other group insurance plans on a timetable to be
13 determined by the parties. These Agreements were approved by the Civil
14 Service Commission on January 26, 1993.

15 The parties have now met in subcommittees on numerous occasions,
16 at which they were assisted by the staff of the Department of Civil Service
17 Employee Benefits Division. Pursuant to those subcommittee
18 discussions, the parties now agree that, effective with the first full pay
19 period in July 1993 (or as soon thereafter as administratively feasible),
20 covered benefits in the area of mental health/substance abuse services
21 will be "carved out" of the State Health Plan and provided to bargaining
22 unit employees through a Preferred Provider Organization (PPO). The
23 parties expect that the state would realize substantial and significant cost
24 savings in the area of mental health/substance abuse services while
25 increasing the accessibility and quality of such benefits by providing
26 services not currently available under the State Health Plan. Among the
27 additional services are:

- 28 • A 24-hour/day, 7-day/week "800" toll-free telephone staffed by mental
29 health care professionals to provide immediate referral and assistance
30 to enrolled employees and their dependents;
- 31 • A "managed care" plan providing ongoing evaluation and management
32 of cases by professionals familiar with the most appropriate treatment
33 settings;
- 34 • Monitoring of provider effectiveness in the various treatment plans;
- 35 • Direct interface with the Department of Civil Service Employee
36 Services Program to provide for a coordinated continuum of care; and
- 37 • Elimination of the \$50/\$100 annual deductible for outpatient services
38 provided within the network.

39 The parties acknowledge that one of the principal underlying concepts
40 of a PPO managed health care system is that enrolled employees and
41 their covered dependents are expected to use a network of providers who
42 have agreements with the PPO administrator ("the Administrator") and, if
43 services are obtained from non-network providers, financial sanctions will
44 be imposed. While the final authority over such issues as scope of
45 coverage, benefit design, and the relative responsibilities of the PPO and

1 the patient for payment of charges is contained in the Request for
2 Proposal and selected Vendor's Response to Proposal, in general:

- 3 • Covered inpatient services provided by a network provider will be paid
4 directly to the provider at 100% of approved charges; there will be no
5 annual deductible.
- 6 • Covered outpatient services provided by a network provider will be
7 paid directly to the provider at 90% of approved charges, with a 10%
8 co-payment of the approved charge on the part of the patient; there
9 will be no annual deductible.
- 10 • Except during the transition period (including any extension period)
11 described below, covered inpatient and outpatient services provided
12 by a non-network provider will be paid by the patient who, after
13 meeting an annual deductible of \$50/person and \$100/family, will be
14 reimbursed by the Administrator for the lesser of 50% of the billed
15 charges, or 50% of the allowable charges authorized by the PPO
16 Administrator.
- 17 • The annual \$3500 maximum benefit for outpatient services is
18 maintained.

19 Participating providers of covered mental health/substance abuse
20 services will be selected, maintained and removed by the Administrator in
21 accordance with standards of professional qualifications and practice
22 established by the Administrator. Employees will be encouraged to
23 provide the Administrator with the name and business address of any
24 provider(s) from whom the employee or a covered dependent has
25 received covered services so that the Administrator may contact him/her
26 and, if s/he meets the Administrator's standards of professional
27 qualification and practice and agrees to accept the PPO Administrator's
28 treatment protocols, solicit his/her participation as an in-network provider.

29 1. Transition Period. Employees/covered dependents who are
30 receiving inpatient mental health/substance abuse services at the time the
31 PPO is implemented will not become covered by the PPO program (but
32 will remain in their current State Health Plan coverage) until being
33 discharged from the inpatient facility. Employees/covered dependents
34 who are receiving mental health/ substance abuse outpatient services
35 from a non-network provider at the time the PPO is implemented will be
36 afforded a 90-day transition period during which they may continue and
37 complete the treatment plan with the non-network provider. Billed charges
38 for covered services received from the non-network provider during this
39 transition period will be paid in accordance with reimbursement proce-
40 dures of the State Health Plan in effect prior to the implementation of the
41 PPO, unless the provider becomes a participating provider under the net-
42 work. If, at the end of the 90-day transition period, the patient has not
43 been authorized an "extension period" by the Administrator (as described
44 below), and the patient continues or renews receiving services from a non-
45 network provider, the non-network provider's charges for covered services
46 will be reimbursed by the Administrator at the rate of 50% of the billed
47 charges, but not to exceed an amount equal to 50% of the allowable
48 charges authorized by the PPO Administrator.

1 2. Extension Period. The parties acknowledge that in some cases,
2 due to the nature of the patient's condition and/or treatment plan, a 90-day
3 period for patients to make a transition from a non-network provider to a
4 network provider may not be sufficient to permit the quality of services to
5 be maintained. The Administrator will maintain and communicate to
6 enrolled employees a procedure by which a patient may request a
7 professional opinion from a network provider designated by the PPO
8 Administrator on the question of whether (from a clinical standpoint)
9 authorized treatment with the current non-network provider should be
10 extended beyond the initial transition period. If the Administrator grants an
11 extension period, the patient may continue receiving covered services for
12 a period of time until the need for treatment, based on the second opinion,
13 ends or 90 days following the expiration of the transition period, whichever
14 comes first. During this extension period the non-network provider's
15 charges for covered services will be paid in accordance with the
16 procedures of the State Health Plan in effect prior to the implementation of
17 the PPO.

18 3. Geographic Accessibility. The parties recognize that there may be
19 areas within the state where the closest network provider is not located
20 within a reasonable distance from the patient's residence, and there is no
21 expectation that one will be locating within a closer distance within the
22 period during which covered services are authorized. If there is no
23 network provider within a reasonable distance (as determined by the
24 Director of the Department of Civil Service Employee Benefits Division)
25 from the patient's home address, the Administrator will authorize payment
26 for covered services which are provided by a non-network provider as
27 currently provided under the State Health Plan in effect prior to the
28 implementation of the PPO.

29 4. Conflicts of Interest. There may be circumstances in which a
30 network provider is also a state employee, or is providing contractual
31 services to a state agency, at a worksite where bargaining unit employees
32 are employed. The parties recognize that employees expect and require
33 as much privacy as possible in their relationship with their treatment
34 provider; requiring an employee to choose between using the services of a
35 network provider with whom the employee works, versus assuming
36 responsibility for a larger share of the billed charges because a non-
37 network provider has been selected for covered services, could cause this
38 privacy interest to be compromised. The parties therefore agree that the
39 Administrator will maintain a system of alternative provider referrals and
40 equivalent covered expense reimbursement which assures that, at the
41 patient's option, network providers for state employees and their
42 dependents are neither state employees, nor providing contractual
43 services to a state agency, at a worksite where the state employee is
44 employed.

45 5. Selection of Administrator. The parties recognize that the public
46 policy of the State of Michigan is to obtain services paid for out of public
47 funds through an open competitive process, and that the selection of a
48 Mental Health and Substance Abuse Services PPO Administrator is
49 subject to this policy. The parties also recognize that their success in
50 implementing a Mental Health and Substance Abuse Services PPO can

1 be influenced to a considerable extent by the acceptability of the PPO
2 Administrator to the enrolled employees and their bargaining
3 representatives. The parties therefore agree that the SEIU Coalition will
4 be afforded the opportunity to designate one official representative of the
5 Coalition and up to two additional observers to the Joint Evaluation
6 Committee that is appointed by the Department of Management & Budget
7 Purchasing Division to review bid specifications, evaluate qualified bids,
8 and select one or more Mental Health and Substance Abuse Services
9 PPO Administrators for FY93-94, and a single PPO administrator during
10 FY94-95. The parties understand that it is the intent to select not more
11 than three Mental Health and Substance Abuse Services PPO Adminis-
12 trators to implement such plans during FY93-94, and that the process of
13 assigning a particular Mental Health and Substance Abuse Services PPO
14 Administrator to the respective bargaining units will be consultative to the
15 maximum extent feasible. The parties also understand that the JEC will
16 evaluate the relative performance of all the Mental Health and Substance
17 Abuse Services PPO Administrators that are initially selected to provide
18 services to groups of state classified employees during FY93-94, and that
19 the JEC will be used to select a single vendor of such mental
20 health/substance abuse PPO services for all applicable groups of
21 classified employees during the first quarter of FY94-95. In the event that
22 the vendor providing services to the SEIU Coalition is not the one selected
23 to be the state's single vendor, the provisions of Section 1, Transition
24 Period, and Section 2, Extension Period, above shall apply.

25 6. Termination of Participation. The parties understand that the
26 agreement with the vendor(s) will contain a thirty-day cancellation clause
27 under which the Department of Civil Service may terminate the agreement
28 for cause. The parties recognize that the SEIU Coalition (and/or the
29 Employer) may not be completely satisfied with the experience under the
30 mental health/substance abuse PPO. The parties therefore agree that
31 they will meet on a regular quarterly basis throughout FY93-94 and FY94-
32 95, and during the month of March 1995 to review any substantive prob-
33 lems encountered by unit members and/or the state under the PPO; deter-
34 mine whether such problems can be corrected during the balance of
35 FY93-94, FY94-95 and FY95-96; and, if so, determine what course of
36 action will best achieve these corrections without changes in the agreed-
37 upon benefit design and coverages. The views of the Department of Civil
38 Service Employee Benefits Division on these issues will be solicited and
39 given maximum consideration by all of the parties, but will not be
40 controlling upon any of the parties. If, as a result of this review and the
41 parties' good faith attempts to resolve the problems identified, either of the
42 parties wishes to propose that participation in the PPO be terminated at
43 the end of FY94-95, such proposal shall be made to the other party not
44 later than Friday, April 7, 1995. If such proposal to terminate participation
45 is not accepted by the other party by Friday, April 21, 1995, the party
46 making the proposal shall submit the question to the State Personnel
47 Director for resolution in accordance with §6-13.1 of the Civil Service
48 Commission's Employee Relations Policy Rule. If the proposal to termi-
49 nate participation in the PPO at the end of FY94-95 is supported by the
50 Civil Service Commission, the benefits and coverages in effect during
51 FY95-96 shall be as provided by the Civil Service Commission.

/s/ Phillip L. Thompson 6/7/93
Michigan Professional Date
Employees Society, SEIU

/s/ Victoria L. Cook 6/7/93
Local 31-M, SEIU Date

/s/ Fred R. Parks 6/7/93
Michigan Corrections Date
Organization, SEIU

/s/ James B. Spellicy 6/7/93
Office of the State Employer Date

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APPENDIX N

LONGEVITY SCHEDULE OF PAYMENTS

<u>Equivalent Hours of Service Prior to Oct. 1</u>	<u>Payments</u>
10,400 – 18,719	\$ 260
18,720 – 27,039	\$ 300
27,040 – 35,359	\$ 370
35,360 – 43,679	\$ 480
43,680 – 51,999	\$ 610
52,000 – 60,319	\$ 790
60,320 and over	\$1,040

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APPENDIX O
LETTERS OF INTENT

The following Letters of Intent are printed for information purposes. They do not change any provisions of the agreement, but clarify or interpret certain provisions.

APPENDIX O-3

LETTER OF INTENT

Article 11, HEALTH AND SAFETY

Section 11 - Confidentiality of Medical Records

During Bargaining in 1991, the parties discussed the confidentiality of medical information. In response to concerns expressed by the Union, the Employer recognizes that the "Employee Time and Attendance Report" - DMB Form A-424, asks that the employee specify only the "reason" for the employee's sick leave usage. The parties agree that detailed information pertaining to the reason for sick leave usage is subject to Article 11, Section 11 and need not be specified on DMB Form A-424. For example, it is sufficient to record "illness" but not the specific nature of the illness, or to record "attending a funeral" but not the name of the deceased, when completing the DMB Form A-424. However, the Employer has the right to require additional evidence to verify the reason indicated for the use of sick leave in accordance with Article 16, Section 3.

In the MESOC, completion of sick leave affidavits is not currently required.

FOR THE EMPLOYER

FOR THE UNION

/s/William C. Whitbeck 8/26/91

William C. Whitbeck Date
Director, Office of the
State Employer

/s/ Victoria Cook Bumbaugh 8/25/91

Victoria Cook Bumbaugh Date
President, Local 31-M, SEIU
AFL-CIO, CLC

/s/ Susan O'Doherty 8/25/91

Susan O'Doherty, OSE Date

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APPENDIX O-4

LETTER OF INTENT

ARTICLES

- 11 - HEALTH AND SAFETY
 - 17 - PERSONNEL FILES
 - 18 - COUNSELING AND DISCIPLINE
- APPENDIX R-5 LOI

During bargaining of 1998, the parties discussed the Union's concern related to development, implementation and usage of electronic files/records. The parties agreed that the same standards contained in the Collective Bargaining Agreement regarding confidentiality, security, access, maintenance and file retention shall apply to all articles and sections of the Collective Bargaining Agreement which reference official personnel files, personnel files, medical files/records, counseling memoranda or the employee's official record.

FOR THE EMPLOYER:

FOR THE UNION:

/s/ Janine M. Winters 2/8/99
Janine M. Winters Date:
Director, Office of the State
Employer

/s/ Victoria L. Cook 2/2/99
Victoria L. Cook Date:
President, SEIU Local 31-M
AFL-CIO, CLC

/s/ Susan O'Doherty 2/2/99
Susan O'Doherty Date:
Office of the State Employer

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APPENDIX O-6

LETTER OF INTENT

Article 13 – LAYOFF AND RECALL

ARTICLE 23 – TRAINING

During bargaining in 1998, the parties agreed that Letters of Understanding dated 9/13/89 related to Article 23 and 12/1/93 related to Article 13 apply in the Unemployment Agency.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 10/22/98
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 10/22/98
Victoria L. Cook, Presiden Date
SEIU Local 31-M, AFL-CIO

/s/ Susan O'Doherty 10/22/98
Susan O'Doherty Date

APPENDIX O-7

LETTER OF INTENT

Article 14 - ASSIGNMENT AND TRANSFER

Section 3 - Transfer

The undersigned parties agree:

1. Transfer requests under Article 14, Section 3, of the Human Services Support Unit Agreement received during the window periods of March, June, September, and December will have an effective date of the first calendar day of the month after the window period.
2. If an employee who currently has a transfer request on file submits another request during a window period, the previous transfer request will remain in effect until the end of the window period. The new request will take effect the first calendar day of the month after the window period.
3. If an employee accepts a transfer, she/he may submit another transfer request during the window period after twelve months have elapsed from the effective date of the transfer. If the twelve months would elapse during a window period, a transfer request may be submitted during said window period. For example, if an employee transfers with an effective date from July 1 through September 30, 1993, she/he may submit a new transfer request in September 1994, which will become effective October 1, 1994.
4. Employees retain their rights for transfer in accordance with Article 14, Section 3.

FOR THE EMPLOYER

FOR THE UNION

/s/ Sharon J. Rothwell

Sharon J. Rothwell
Director, Office of the State
Employer

12/3/93

Date

/s/ Victoria L. Cook

Victoria L. Cook
President, Local 31-M, SEIU
AFL-CIO, CLC

12/1/93

Date

/s/ Susan O'Doherty

Susan O'Doherty

12/1/93

Date

APPENDIX O-8

LETTER OF INTENT

Article 15 - Hours of Work and Overtime

Section 3 - Work Shift

Section 4 - Work Schedules

Section 5 - Meal Periods

Section 6 - Rest Periods

Section 13 - Overtime Procedure

During bargaining in 1998, the parties discussed the subject of current practices as they relate to the above mentioned Sections. Consistent with the Collective Bargaining Agreement, current practices in the Employment Service Agency are as follows:

The normal hours of work are 8:00 a.m. to 5:00 p.m., Monday through Friday.

Meal periods are usually 12:00 p.m. to 1:00 p.m. Where there is more than one bargaining unit employee at a work location, lunches may be staggered.

When it is determined that overtime is needed at the work location, the employer seeks volunteers from the classification needed to perform the work. In the event that there are more volunteers than are needed, the most senior employee(s) shall be selected. If the number of volunteers is not sufficient, employees are assigned in inverse seniority order.

If an employee works more than two (2) consecutive hours of overtime, she/he will receive another rest period.

These practices are subject to change consistent with the Collective Bargaining Agreement.

/s/ Janine M. Winters 10/19/98
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 10/16/98
Victoria L. Cook, President Date
SEIU Local 31-M, AFL-CIO

/s/ Susan O'Doherty 10/16/98
Susan O'Doherty Date

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APPENDIX O-9

LETTER OF INTENT

Article 16 - LEAVES

The current Employment Service Agency work rule regarding calling in states that the employee is required to report unplanned absence or a delay in arriving at work to his/her supervisor or designee within fifteen (15) minutes after the scheduled starting time or, when possible, before the scheduled starting time. If the unplanned absence extends beyond one day, employees must contact their supervisor each day to notify her/him of the continuing absence and the expected length.

<u>/s/ Janine M. Winters 10/19/98</u>	<u>/s/ Victoria L. Cook 10/16/98</u>
Janine M. Winters, Director Date	Victoria L. Cook, President Date
Office of the State Employer	SEIU Local 31-M, AFL-CIO
<u>/s/ Susan O'Doherty 10/16/98</u>	
Susan O'Doherty Date	

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APPENDIX O-10

LETTER OF INTENT

Article 16 - LEAVES

- Section 1 - Annual Leave Application
- Section 2 - Vacation Application and Scheduling
- Section 3 - Sick Leave Application

During bargaining in 1998, the parties discussed the subject of current practices as they relate to the above mentioned Sections. Consistent with Collective Bargaining Agreement, current practices in the Employment Service Agency are as follows:

Employees requesting three (3) days or less of annual leave make the request and receive approval verbally. The approved leave is noted on the designated time report.

Employees requesting more than three (3) days of annual leave must submit their request in writing and receive written approval from their supervisor or designee.

A vacation must be requested in writing and approved in writing.

Annual leave may be substituted for approved sick leave, by the employee indicating on the designated time report that she/he wishes to use annual leave in lieu of sick leave.

These practices are subject to change consistent with the Collective Bargaining Agreement.

<u>/s/ Janine M. Winters 10/19/98</u>	<u>/s/ Victoria L. Cook 10/16/98</u>
Janine M. Winters, Director Date	Victoria L. Cook, President Date
Office of the State Employer	SEIU Local 31-M, AFL-CIO

<u>/s/ Susan O'Doherty 10/16/98</u>
Susan O'Doherty Date

APPENDIX O-13

LETTER OF INTENT

ARTICLE 22 - ECONOMICS

Section 8. Continuation of Group Insurances.

During Bargaining in 1991, the parties discussed the issue of continuation of group insurances ("direct pay" option) for permanent-intermittent employees.

The parties recognize that a permanent-intermittent employee, upon furlough, will be offered the opportunity to continue group insurances according to Article 22, Section 8.A(3), and will have the appropriate "direct pay" forms mailed in a timely manner by the departmental Employer if the Employer does not anticipate that the employee will be returning to work within one or two pay periods.

However, if the Employer believes that the permanent-intermittent employee will be returning to work within one or two pay periods, the enrollment will be reported to the appropriate insurance plan administrator or HMO for up to two pay periods as a "premium not taken," according to current practice of the Department of Civil Service, and a premium will be deducted from the employee's first pay upon return to work. If the permanent-intermittent employee does not return to work within two pay periods, the employee will then be offered the opportunity to continue group insurances according to Article 22, Section 8.A(3), and will have the appropriate "direct pay" forms mailed in a timely manner by the departmental Employer.

FOR THE EMPLOYER

FOR THE UNION

/s/William C. Whitbeck 9/11/91
William C. Whitbeck Date
Director, Office of the
State Employer

/s/ Victoria Cook Bumbaugh 9/10/91
Victoria Cook Bumbaugh Date
President, Local 31-M, SEIU
AFL-CIO, CLC

/s/ Susan O'Doherty 9/11/91
Susan O'Doherty, OSE Date

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